

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BARBARA LICHTY

vs.

ALLSTATE PROPERTY AND CASUALTY
INSURANCE COMPANY

:
:
:
:
:
:
:

Civil Action No.

Jury Trial Demanded

**NOTICE FOR REMOVAL OF CIVIL ACTION
FROM STATE COURT**

Defendant Allstate Property and Casualty Insurance Company (“Defendant Allstate”), respectfully petitions for removal to this Court of a state civil action pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, and in support avers as follows:

1. A civil action was commenced with the filing of a Complaint on January 13, 2012 by Plaintiff Barbara Lichty (“Plaintiff”) against Defendant Allstate Property and Casualty Insurance Company (“Defendant Allstate”), which is pending in the Court of Common Pleas of Bucks County at No. 2011-11472. A copy of Plaintiff’s Complaint is attached as Exhibit “A” and incorporated by reference.

2. After Defendant Allstate was served with Plaintiff’s Complaint on or about January 12, 2012, Defendant Allstate concluded that the damages being claimed exceed \$75,000.00.

3. Plaintiff’s Complaint includes two counts, one of which seeks damages in the ad damnum clause not in excess of Fifty Thousand Dollars (\$50,000.00), for a total being sought in excess of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). See Exhibit “A”.

4. Plaintiff's Complaint seeks incidental and consequential damages, as well as bad faith damages, including punitive damages and attorneys' fees against Defendant Allstate Insurance Company. See Exhibit "A".

5. The state court where this action is pending is located in Bucks County, Pennsylvania, which is embraced within this judicial district.

6. At the time of the filing of this action, Plaintiff was a resident of Langhorne, Pennsylvania and a citizen of Pennsylvania. See Exhibit "A", paragraph 1.

7. Defendant Allstate is an Illinois corporation with its principal place of business in Northbrook, Illinois and is therefore a citizen of a state other than Pennsylvania. See Exhibit "A", paragraph 2.

8. Plaintiff's Complaint seeks a coverage declaration in excess of \$75,000.00.

9. Consequently, the amount in controversy in this matter is in excess of the sum of \$75,000.00, exclusive of interest and costs, such that the amount in controversy and the diversity requirements for federal diversity jurisdiction are satisfied and this court now has jurisdiction over this subject matter under and pursuant to 28 U.S.C. § 1332.

10. This Notice is filed within thirty (30) days of Defendant Allstate's first indication that the damages could exceed \$75,000.00.

WHEREFORE, Defendant Allstate Insurance Company respectfully requests that the statutory requirements, having been met, that the pending state action be moved to this Court.

Respectfully submitted,

By:  LMP/1691

Lisa M. Patterson, Esquire
Attorney ID 54895
Curtin & Heefner LLP
250 North Pennsylvania Avenue
P. O. Box 217
Morrisville, PA 19067
215-736-2521

Date: February 8, 2012

AFFIDAVIT

I, Lisa M. Patterson, Esquire, being duly sworn according to law, do hereby depose and state that I am the attorney for Defendant, Allstate Property and Casualty Insurance Company, the Petitioner in the foregoing Notice for Removal; that I have been duly authorized by the Petitioner to execute this Affidavit; that I am familiar with the facts involved in this matter, and that the allegations set forth in the foregoing Notice for Removal are true and correct to the best of my knowledge, information and belief.


LMP/1691
Lisa M. Patterson, Esquire

EXHIBIT “A”

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

County

For Prothonotary Use Only:

Docket No:

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition ☐ Notice of Appeal
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

BARBARA LIGHTY

Lead Defendant's Name:

ALLSTATE PROP & CASUALTY INS. CO.

☐ Check here if you are a Self-Represented (Pro Se) Litigant

Name of Plaintiff/Appellant's Attorney: ROBERT B. PONZIANO, ESQ.

Are money damages requested? : ☒ Yes ☐ NoDollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limitsIs this a *Class Action Suit*? ☐ Yes ☒ No

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☒ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

- ☐ Employment Dispute: Discrimination
☐ Employment Dispute: Other

☒ Other:
FIRST PARTY INS.

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure
☐ Partition
☐ Quiet Title

☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Zoning Board
☐ Statutory Appeal: Other

Judicial Appeals

- ☐ MDJ - Landlord/Tenant
☐ MDJ - Money Judgment
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations Restraining Order
☐ Quo Warranto
☐ Replevin

☐ Other:

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
 - (ii) actions for support, Rules 1910.1 et seq.
 - (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
 - (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
 - (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
 - (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.
- (2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.
- (b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.
- (c) The prothonotary shall assist a party appearing pro se in the completion of the form.
- (d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.
- (e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

ROBERT B. PONZIANO

By: Robert B. Ponziano, Esquire

I.D. No. 47627

107 E. Court Street

Doylestown, PA 18901

215 968 9518

Attorney for Plaintiff, Barbara Lichty

BARBARA LICHTY

1801 Old Lincoln Hwy.

Langhorne, PA 19047

Plaintiff

vs

ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY

2775 Sanders Road

Northbrook, IL 60062

Defendant

: COURT OF COMMON PLEAS

: BUCKS COUNTY

: CIVIL ACTION LAW

: No: 2011-11472

RECEIVED
CLERK OF COURT
OF BUCKS COUNTY
12 JAN 13 PM 3:40

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Bucks County Bar Association
135 East Main Street
Doylestown PA 18901
Phone (215) 348 9413, 1800 479 8585
www.bucksbar.org
PA Bar Association: www.pabar.org

ROBERT B. PONZIANO

By: Robert B. Ponziano, Esquire

I.D. No. 47627

107 E. Court Street

Doylestown, PA 18901

215 968 9518

Attorney for Plaintiff, Barbara Lichty

BARBARA LICHTY

1801 Old Lincoln Hwy.

Langhorne, PA 19047

Plaintiff

vs

ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY

2775 Sanders Road

Northbrook, IL 60062

Defendant

: COURT OF COMMON PLEAS

: BUCKS COUNTY

: CIVIL ACTION LAW

: No: 2011-11472

: COMPLAINT

: JURY TRIAL DEMANDED

COMPLAINT

AND NOW, the plaintiff, Barbara Lichty, by and through her attorney Robert B. Ponziano, Esquire, respectively aver as follows:

1. Plaintiff is an adult individual residing at 1801 Old Lincoln Hwy, Langhorne, PA 19047.

2. Defendant, Allstate, is a corporation duly organized and registered to do business in the Commonwealth of Pennsylvania, County of Bucks, with its principal place of business being located at 2775 Sanders Road, Northbrook, IL 60062.

3. Defendant, Allstate, in its regular course of business issued to plaintiff a Homeowners Policy, No. 9 52 090861 02/22, covering plaintiff's residence at the time located at 466 W. Stoney Hill Ct, Langhorne, PA 19047. See pertinent part of policy attached as exhibit A.

4. On or about April 30 2011, while said policy of insurance was in full force and effect, the plaintiff suffered direct physical loss to the insured premises due to a water loss causing damage to certain areas of the dwelling and content. See damage estimates attached and incorporated herein as exhibit B.

5. Notice of this covered loss was given to the defendant in a prompt and timely manner and plaintiff has done and otherwise performed all things required of her under the policy of insurance.

6. Defendant, Allstate, despite demand for full benefits under the policy of insurance, has failed and refused to pay to plaintiff full benefits due and owing under said policy of insurance. See denial letter attached hereto as exhibit C.

COUNT I
BREACH OF CONTRACT

7. Plaintiffs incorporate by reference herein the facts and allegations contained in paragraphs one (1) through six (6), inclusive, set forth above, as fully as though same were here set forth at length.

8. Defendant, Allstate, breached its contractual obligation to pay full benefits to the plaintiffs for loss covered under the policy of insurance by denying coverage.

WHEREFORE, Plaintiffs demand judgment against defendant, Allstate Insurance Company, for Dwelling, Content and Additional Living Expenses together with interest, costs, and damages for delay in an amount not in excess of \$50,000.00

COUNT II
BAD FAITH

9. Plaintiff incorporates by reference herein the facts and allegations contained in paragraphs one (1) through eight (8), inclusive, set forth above, as fully as though same were here set forth at length.

10. Defendant, Allstate, has engaged in bad faith conduct towards plaintiff with respect to its refusal to fully cover the plaintiff's loss in violation of the 42 Pa.C.S.A. § 8371 et. seq.

11. In furtherance of its bad faith and wrongful denial and refusal to fully cover plaintiff's property and pay full benefits for plaintiff otherwise covered loss, defendant, acting by and through its duly authorized agents, servants, workmen or employees has engaged in the following frivolous and unfounded conduct:

- a. Defendant refused to pay plaintiff's claim without conducting a reasonable investigation based upon all available information;
- b. Defendant's reason for denying the claim is not supported by defendant's own findings.
- c. Defendant did not attempt in good faith to effectuate prompt, fair and equitable settlements of plaintiff's claim in which the company's liability under the policy has become reasonably clear;

12. The actions of defendant as averred in the complaint were committed in wanton, malicious and/or reckless disregard of the rights of plaintiff and without a reasonable basis, the lack of which reasonable basis defendant knew or recklessly disregarded thereby justifying an award of consequential damages and punitive damages.

13. Solely as a result of defendant's bad faith misconduct as aforesaid, plaintiff has been required to obtain counsel to commence the present action to recover benefits due and owing under the policy of insurance issued by defendant.

WHEREFORE, plaintiff demands judgment against defendant, for punitive damages, compensatory, consequential and incidental damage and attorney's fees together with costs and interest and damages for delay, in an amount in excess of \$75,000,00.

BY: 

ROBERT B. PONZIANO, ESQ.

Attorney for Plaintiff

Barbara Lichty

Dated: 1-12-12

EXHIBIT A



*Leslie Wolner
1657 Limekiln Pike
Dresher PA 19025*

Your Quick Insurance Check

- ✓ Verify the information listed in the Policy Declarations.
- ✓ Please call if you have any questions.
- ✓ Now you can pay your premium before your bill is issued - visit allstate.com or call 1-800-Allstate®.



Barbara Lichty
1801 Old Lincoln Hwy Apt 12
Langhorne PA 19047-3148

Thank you for choosing Allstate—we're delighted to have you with us!

Here's Your Homeowners Insurance Policy

Thank you for becoming an Allstate Property and Casualty insurance customer! When our customers extend their relationship with Allstate, I like them to know that I truly value and appreciate their business. I've enclosed your Allstate Property and Casualty policy, so you can continue enjoying:

- Quality coverage at competitive prices
- Access to our knowledgeable, helpful agent network
- The peace of mind of knowing your insurance provider is one of the most experienced in the industry

You Qualify For A Multiple Policy Discount!

Along with my thanks for adding an Allstate Property and Casualty Homeowners policy to your existing Allstate auto policy, I'm happy to pass along the great news that you now qualify for a **discount on both policies**. Besides saving twice, you'll enjoy the convenience of working with the experienced Allstate team for both your auto and property insurance needs.

What's In This Package?

This mailing package contains your insurance documents, including your Policy Declarations—which lists your coverages, coverage limits, premiums and any discounts you're receiving. You'll want to review the Policy Declarations to make sure you're comfortable with the coverage choices you've made. Please store all of these documents with your other important papers.

Your Bill

Unless a mortgage company or lienholder pays your insurance premium for you, keep an eye out for your bill, which we'll send separately. But note that if you're enrolled in the Allstate Easy Pay Plan, you won't receive a bill. Instead, we'll send you a statement detailing your payment withdrawal schedule.

(over)

PROF *510003711021457000512701*

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MCD21-3

Information as of
February 14, 2011

NP117

Allstate Property and Casualty Insurance Company**Allstate.**
You're in good hands.

Homeowners Policy Declarations

Summary**NAMED INSURED(S)**
Barbara Lichty
Apt 12
1801 Old Lincoln Hwy
Langhorne PA 19047-3148**YOUR ALLSTATE AGENT IS:**
Leslie Wolner
1657 Limekiln Pike
Dresher PA 19025**CONTACT YOUR AGENT AT:**
(215) 646-4100**POLICY NUMBER**
9 52 090861 02/22**POLICY PERIOD**
Begins on Feb. 22, 2011
at 12:01 A.M. standard time,
with no fixed date of expiration**PREMIUM PERIOD**
Feb. 22, 2011 to Feb. 22, 2012
at 12:01 A.M. standard time**LOCATION OF PROPERTY INSURED**
466 West Stoney Hill Ct, Langhorne, PA 19047**MORTGAGEE**

- PA HOUSING FINANCE AUTHORITY ATIMA ISAOA
PO Box 15057 Harrisburg PA 17105-5057

Loan # 0135308

Total Premium for the Premium Period (Your bill will be mailed separately)

Premium for Property Insured

\$967.72

TOTAL**\$967.72**

Allstate Property and Casualty Insurance Company

Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

POLICY COVERAGES AND LIMITS OF LIABILITY

COVERAGE AND APPLICABLE DEDUCTIBLES (See Policy for Applicable Terms, Conditions and Exclusions)	LIMITS OF LIABILITY	
Dwelling Protection - with Building Structure Reimbursement Extended Limits	\$231,956	
• \$1,000 All Other Peril Deductible Applies		
• \$4,639 Tropical Cyclone Deductible Applies		
Other Structures Protection	\$23,196	
• \$1,000 All Other Peril Deductible Applies		
• \$4,639 Tropical Cyclone Deductible Applies		
Personal Property Protection - Reimbursement Provision	\$173,967	
• \$1,000 All Other Peril Deductible Applies		
• \$4,639 Tropical Cyclone Deductible Applies		
Additional Living Expense	Up To 12 Months	
Family Liability Protection	\$100,000	each occurrence
Guest Medical Protection	\$1,000	each person
Water Back-Up	\$5,000	
• \$500 Water Back-Up Deductible Applies		

DISCOUNTS

Your premium reflects the following discounts on applicable coverage(s):

Protective Device	4.00 %	Claim Free	15.00 %
Home and Auto	30.00 %	Age of Home	4.00 %
Home Buyer	10.00 %		

RATING INFORMATION

The dwelling is of Brick Veneer construction and is occupied by 1 family
Your dwelling is 5 mile(s) to the fire department

Allstate Property and Casualty Insurance Company



Allstate
You're in good hands.

Policy Number: 952 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

Your Policy Documents

Your Homeowners policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Homeowners Policy form APC215
- Extended Protection Amendatory End. form APC232
- Tropical Cyclone Deductible End. form AP4544
- PA HO Policy Amendatory Endorsement form AP4556

Important Payment and Coverage Information

The Property Insurance Adjustment condition applies.

Do not pay. Mortgagee has been billed.

IN WITNESS WHEREOF, Allstate Property and Casualty Insurance Company has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate Property and Casualty Insurance Company.

Frederick F. Cripe
President

Mary J. McGinn
Secretary



Allstate Property and Casualty Insurance Company

Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

Important Notice

DWELLING PROFILE

Allstate has determined that the estimated cost to replace your home is : \$231,956

The enclosed Policy Declarations shows the limit of liability applicable to Coverage A—Dwelling Protection of your homeowners insurance policy. The estimated replacement cost of your home is the minimum amount for which we will insure your home.

The decision regarding the limit applicable to your Coverage A — Dwelling Protection is your decision to make, as long as, at a minimum, your limit equals the estimated replacement cost as determined by Allstate and does not exceed maximum coverage limitations established by Allstate.

It is important to keep in mind that your Coverage A limits reflect a replacement cost that is only an estimate based on data that was available to us when we made this estimate (this data is described further below). The actual amount it will cost to replace your home cannot be known until after a covered total loss has occurred.

How is the replacement cost estimated?

Many factors can affect the cost to replace your home, including its age, size, and type of construction. For example, the replacement cost uses construction data, such as labor and materials, that are available to us when we made this estimate. This estimate is also based on characteristics of the home, which include information that you provided to us. You might have chosen to insure your home for a higher amount than the estimated replacement cost shown above.

Note to customers renewing their policy

The estimated replacement cost for your home may have changed since the last time we communicated this information to you. This is because, at renewal, Allstate uses the home characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor and material rates for your zip code, Allstate takes the home characteristics you have provided and determines the updated estimated replacement cost. The information about your home's characteristics is provided below.

If the information about your home shown below requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative, or call us at 1-800-Allstate.®

DWELLING STYLE: 2.0 Story(s), 1 Family(s), Built 1978, Living Area 1300 sq. ft.

FOUNDATION: 100% Basement, 100% Finished Basement

ADDITIONS: Interior -- Kitchen - Basic (1)

Interior -- Full Bath - Basic (1)

Interior -- Half Bath - Basic (1)

DETAIL: Exterior Walls -- Brick Veneer 100 %

Roofing -- Asphalt/Fiberglass Shingle 100 %

Interior Partitions -- Drywall 100 %

Interior Partitions -- Less than 10 ft Wall Height 100 %

Allstate Property and Casualty Insurance Company



Allstate
You're in good hands.

Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

Heating & Cooling -- Heat & Central Air Cond. - Avg Cost 100 %

X67831



Allstate Property and Casualty Insurance Company

Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
 For Premium Period Beginning: Feb. 22, 2011

Important Notice

Privacy Policy Statement

Thank you for choosing Allstate. We value you, respect your privacy and work hard to protect your personal information.

This statement is provided on behalf of Allstate Insurance Company and the affiliates ("Allstate") listed at the end of this notice. We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

Our Privacy Assurance

- We do not sell your personal or medical information to anyone.
- We do not share your information with non-affiliate companies that would use it to contact you about their own products and services.
- We require persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We require our employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law: to comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements.

Our privacy practices continue to apply to your information even if you cease to be an Allstate customer.

What Personal Information Do We Have and Where Do We Get It

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, social security number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources that may include, but is not limited to, your driving record, claims history, medical information and credit information.

In addition, Allstate and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit *allstate.com*, web pages you viewed while visiting our site, and cookies. We use cookies and other web tools to track how visitors use our site in order to improve the customer experience. Also, our business partners assist us with monitoring information including, but not limited to, Internet Protocol (IP) addresses, domain names and browser data, which can help us to better understand how visitors use *allstate.com*.

How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy
- Market our products to you
- Handle your claim
- Prevent fraud
- Comply with requests from regulatory and law enforcement authorities
- Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:

- Your agent, broker or Allstate-affiliated companies
- Companies that perform services, such as marketing, credit card processing, and performing communication services on our behalf
- Business partners that assist us with tracking how visitors use *allstate.com*.
- Other financial institutions with whom we have an agreement for the sale of financial products



Allstate Property and Casualty Insurance Company

Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

- Other insurance companies that play a role in an insurance transaction with you
- Independent claims adjusters
- A business or businesses that conduct actuarial or research studies
- Those who request information pursuant to a subpoena or court order
- Repair shops and recommended claims vendors

The Internet and Your Information Security

As previously stated, we use cookies to help us track visits to our website. This function also helps us identify particular users and provide them with better service and a more customized web experience. Additionally, our business partners use tracking services that utilize tags and third-party cookies to monitor visits to *allstate.com*. The website may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at the bottom of the *allstate.com* homepage.

How You Can Review and Correct Your Personal Information

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:
Allstate Insurance Company Customer Privacy Inquiries
P.O. Box 40047
Roanoke, VA 24022-0047

Your Preference for Sharing Personal Information

We would like to share your personal information with one or more Allstate affiliates in order to make you aware of different products, services and offers they can provide. However, you can request that Allstate and its affiliate companies not share your personal information with our affiliates for marketing products and services.

To request that we not allow other Allstate affiliates to use your personal information to market their products and services, you can contact us by calling 1-800-856-2518 twenty-four hours a day, seven days a week. Please keep in mind that it may take up to four weeks to process your request. If you previously contacted us and asked us not to allow other Allstate affiliates to use your personal information, your previous choice still applies and you do not need to contact us again. If you would like to change your previous choice please call the number above at any time.

We Appreciate Your Business

Thank you for choosing Allstate. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to keeping you in Good Hands®.

We reserve the right to change our Privacy practices, procedures, and terms.

If you have questions or would like more information, please don't hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-Allstate.

For Vermont residents:

We won't share your personal information with Allstate companies for marketing purposes except as permitted by law.

Allstate Insurance Company

Allstate affiliates to which this notice applies: Allstate Bank, Allstate County Mutual Insurance Company, Allstate Financial Services, LLC (LSA Securities in LA and PA), Allstate Fire and Casualty Insurance Company, Allstate Indemnity Company, Allstate Investment Management Company, Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Allstate Motor Club, Inc., Allstate New Jersey Insurance Company, Allstate New Jersey Property and Casualty Insurance Company, Allstate Property and Casualty Insurance Company, Allstate Texas Lloyd's, Allstate Texas Lloyd's, Inc., Deerbrook General Agency, Inc., Deerbrook Insurance Company, Forestview Mortgage Insurance Company, Lincoln Benefit Life Company, Northbrook Indemnity Company, Roadway Protection Auto Club, Inc. Please Note: Allstate affiliates American Heritage Life Insurance Company, Castle Key Insurance Company and Castle Key Indemnity Company participate in information sharing with the affiliates listed above, but have a separate privacy notice for their customers.

(ed. 04/2010)

X66702-1v4

Allstate Property and Casualty Insurance Company

Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

Important Notice

Information about Flood Insurance

Protection against flood damage

Most homeowners, renters and commercial insurance policies do not provide coverage for damage caused by floods. In fact, protection against floods is generally available only through a separate policy.

That's why Allstate is a participant in the National Flood Insurance Program and offers standard flood insurance policies*. A flood policy can help complete the insurance protection for your property and help protect your financial well-being.

You may need it more than you think

Approximately 90% of all disasters in the U.S. are flood related. While you may think that it couldn't happen to you, over 25% of all flood losses occur in low to moderate risk areas.

And because flood damage is often accompanied by other damage, such as wind and hail (which is typically covered under a property policy), selecting Allstate gives you the convenience and peace of mind that comes with working with just one claim adjuster and one agent, instead of two or more.

It's affordable

The federal government sets the rates for flood insurance, so there's typically no difference in rates from policy to policy—you can generally switch to a flood insurance policy administered by Allstate for the same amount of premium. If you choose Allstate, you can have the service, convenience and comfort you've come to expect from us.

For more information about flood insurance, or if you have any questions about your policy in general, please contact your Allstate representative or visit us at allstate.com.

* Allstate provides the standard flood insurance policy under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations. The standard flood insurance policy is written by Allstate for the National Flood Insurance Program which is administered by the Federal Insurance Administration, part of the Federal Emergency Management Agency.

Subject to availability and qualifications. Other terms, conditions and exclusions may apply.

Allstate Property and Casualty Insurance Company



Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

Important Notice

Important Information About Your Allstate Policy

The enclosed Policy Declarations lists important information about your policy, such as your address, the location of the insured property, the coverages and coverage limits you've chosen, and mortgagee information, if applicable. Your Policy Declarations also lists any discounts and surcharges applied to your policy.

Because much of the information found on your Policy Declarations is used to help us determine your premium, please be sure to review your Policy Declarations carefully each time you receive one. You may want to add coverage, delete coverage or change your coverage limits — or you may want to update coverage on valuable personal items, such as jewelry or artwork.

Another thing to keep in mind is that you may now qualify for discounts that you previously were not eligible to receive. For instance, in many states, Allstate offers discounts for:

- policyholders who are 55 years of age or older and who are no longer working;
- homes that contain smoke detectors and other protective devices; and
- policyholders who insure both their homes and autos with Allstate.

Please contact your Allstate representative for additional information about discount qualifications, as well as other discounts that may be available.

Making changes to your policy

If you need to make a change to any of the information listed on your Policy Declarations, please notify your Allstate representative of the change as soon as possible. With a few exceptions, **any changes will be effective as of the date you notify us.**

If you have any questions about this notice, or if you need to update any of the information listed on the enclosed Policy Declarations, please contact your Allstate agent or our Customer Information Center at 1-800-ALLSTATE (1-800-255-7828).

X67106

PROP *510063711021457000512706*

MCD21-3



Allstate Property and Casualty Insurance Company

Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

Important Notice

Information About Credit Reports and Your Insurance

The Connection Between Credit History and Premium

We determine premiums primarily from the information you provide on your insurance application. But other factors, such as credit information, also play an important role. In fact, certain credit report information has proved an effective predictor of insurance losses. It also allows insurance companies to keep costs competitive by helping make it possible for customers who are less likely to experience losses to pay less for their insurance.

With this goal in mind, and as permitted by law, we ordered credit report information about you - the named insured on the policy.

Based in whole or in part on the information provided to us by the consumer reporting agency listed below, we are unable to offer you a lower rate:

based on the credit information available to us.

You May Request A Free Credit Report

Section 612 of the Fair Credit Reporting Act entitles you to a free copy of your consumer report if you request it within 60 days of receiving this notice (even if the report did not contain sufficient information regarding credit status). You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with the consumer reporting agency the accuracy or completeness of any information in the report furnished by the agency.

If you'd like a free copy of your credit report, be sure to make your request within 60 days. You can contact the consumer reporting agency at: TransUnion National Disclosure Center, 2 Baldwin Place, PO Box 1000, Chester, PA 19022, Phone: (888) 503-0048. Or log on to www.transunion.com.

But please keep in mind that the consumer reporting agency did not make the decision to take this adverse action and will not be able to provide you with any specific reasons regarding why we made this decision about your premium. If you have any questions about our rating practices or your insurance in general, please feel free to contact your insurance representative.

And keep in mind that changes to your name and address within the past two years can affect the completeness of your credit file. Please contact your insurance representative to confirm that we have your most current information.

X67392v4 (ed.6/10)

Allstate Property and Casualty Insurance Company



Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

Information about Scheduled Personal Property Coverage

Protection for your valuables

Allstate offers Scheduled Personal Property (SPP) coverage to help protect your valuables.

These items can include jewelry (such as engagement and wedding rings), fine art and musical instruments. Sports equipment, such as golf clubs, can also be covered by SPP.

In addition, SPP can cover valuables stored outside of your home in a safe deposit box or bank.

Already have SPP?

Even if you currently have SPP coverage, it's a good idea to review your coverage annually. It's possible that the value of your property has changed or that you have purchased new items that have not been added to your coverage.

Affordable coverage

The cost of SPP coverage varies, but the value of your property is the best way to determine how much coverage you need—the rates are generally a small percentage of the total value of the items you're insuring. This could mean that your valuables are being protected for only a fraction of the cost.

To learn more about SPP coverage, or if you have any questions about your insurance policy in general, contact your Allstate representative, or visit us at allstate.com.

Subject to availability and qualifications. Other terms, conditions and exclusions may apply.

X67372v1



Allstate Property and Casualty Insurance Company



Allstate
You're in good hands.

Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

Important Notice

Please notify us of extraordinary circumstances that negatively impacted your credit history information.

Please contact Allstate if you believe that any of the events set forth below resulted in extraordinary circumstances that may have negatively impacted your credit history information.

- a) Divorce
- b) Death of a Spouse or Member of the Same Household
- c) Involuntary Unemployment
- d) Catastrophic Medical Expense
- e) Care of Adult Dependent
- f) Identity Theft
- g) Long-term Injury, Illness or Disability
- h) Care of a Dependent Grandchild
- i) Domestic violence
- j) Add any additional state-specific events as required by law.

Please contact Allstate at 1-877-304-2644 if you believe your credit history information may have been negatively impacted by extraordinary circumstances. Allstate will send you an Extraordinary Circumstances Appeal Form that you will be asked to complete and return to Allstate along with documentation that supports your appeal. Once your Extraordinary Circumstances Appeal Form and supporting documentation are received, Allstate will be able to determine whether or not you qualify for a lower premium. In any case, you will be notified of the outcome of our review.

Please note that if you wish to pursue this additional review, please contact Allstate within 90 days of the date your policy begins as shown in the policy declarations.

X72269

PROP *510003711021457000512708*

MCD21-3



Allstate Property and Casualty Insurance Company

Policy Number: 9 52 090861 02/22 Your Agent: Leslie Wolner (215) 646-4100
For Premium Period Beginning: Feb. 22, 2011

Important Notice

The company listed below uses local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies provide numerous services to customers on the company's behalf. Agencies are paid a commission by the company for selling and servicing the company's insurance policies and may be eligible to receive additional compensation and rewards based on performance.

Allstate Property and Casualty Insurance Company

X72006

EXHIBIT B

Allied Adjustment Group, Inc.

117 E. Maple Ave.
 Langhorne, PA 19047
 215-741-6001 - Fax 215-741-6004

Insured : Lichty, Barbara
Address : 466 W. Stoney Hill Court
 Langhorne, PA 19053

Type Of Loss : Acc. Water Discharge
Date Of Loss : 4/30/2011
Claim Number : 0201271517
Our File No. : AAG166611
Adjuster : Jeffrey R. Adami, Sr.
Inspt. Date : 5/1/2011

Policy No : 9 52 090861

Action	Description	Quantity /Unit	Unit Cost	Total
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Dwelling**Living Room**

12' 5" x 21' 2" x 11' 5"

Offset 1 Entrance Way

4' 4" x 3' 5" x 8' 0"

Special	Repair Sheetrock Wall(s)	1.00 LS	\$365.00	\$365.00
Special	Allowance To Clean/Seal Exposed Framing	1.00 LS	\$75.00	\$75.00
Special	Seal Wall(s)	836.48 SF	\$0.38	\$317.87
Paint	Wall(s) [2 Coats]	836.48 SF	\$0.68	\$568.81
Special	Mask Ceiling	277.74 SF	\$0.33	\$91.66
Remove/Reset	Drapes/Sheers/Valance	2.00 EA	\$55.75	\$111.50
Remove	Carpet Wall To Wall	29.21 SY	\$2.40	\$70.10
Replace	Carpet Wall To Wall	33.59 SY	\$32.95	\$1,106.79
Remove	Carpet Pad	29.21 SY	\$0.90	\$26.29
Replace	Carpet Pad	29.21 SY	\$4.79	\$139.92
Living Room Total:				\$2,872.94

Entrance Closet

2' 0" x 5' 8" x 8' 0"

Special	Seal Wall(s)	122.72 SF	\$0.38	\$46.63
Paint	Wall(s) [2 Coats]	122.72 SF	\$0.68	\$83.45
Special	Mask Ceiling	11.34 SF	\$0.33	\$3.74
Remove/Reset	Door Int Bypass Closet Pan	2.00 EA	\$88.20	\$176.40
Entrance Closet Total:				\$310.22

1st Hallway/Stairwell

4' 6" x 3' 7" x 8' 0"

Offset 1 Stairwell

3' 9" x 3' 5" x 8' 0"

Remove	Carpet Wall To Wall	5.21 SY	\$2.40	\$12.50
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Allied Adjustment Group, Inc.

INSURED: Lichty, Barbara

Policy No : 9 52 090861

Claim Number : 0201271517

Our File No. : AAG166611

Action	Description	Quantity /Unit	Unit Cost	Total
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Dwelling**1st Hallway/Stairwell**

4' 6" x 3' 7" x 8' 0"

Offset 1 Stairwell

3' 9" x 3' 5" x 8' 0"

Replace	Carpet Wall To Wall	5.99 SY	\$32.95	\$197.37
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Carpet Areas:

Lower Landing - 4.5 x 3.58 = 16.11 SF

Upper Stairs - 4 Treads/5 Risers 9 x 3.42 = 30.78 SF

Remove	Carpet Pad	5.21 SY	\$0.90	\$4.69
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Replace	Carpet Pad	5.21 SY	\$4.79	\$24.96
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1st Hallway/Stairwell Total:				\$239.52
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Dining Room

17' 3" x 13' 6" x 8' 0"

Inset 1

3' 4" x 4' 2" x 8' 0"

Remove	Carpet Wall To Wall	24.33 SY	\$2.40	\$58.39
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Replace	Carpet Wall To Wall	27.98 SY	\$32.95	\$921.94
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Remove	Carpet Pad	24.33 SY	\$0.90	\$21.90
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Replace	Carpet Pad	24.33 SY	\$4.79	\$116.54
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Dining Room Total:				\$1,118.77
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2nd Stairwell

13' 7" x 3' 5" x 16' 0"

Offset 1 Upper

3' 5" x 3' 8" x 11' 6"

Remove	Carpet Wall To Wall	13.12 SY	\$2.40	\$31.49
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Replace	Carpet Wall To Wall	15.09 SY	\$32.95	\$497.22
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Carpet Areas:

Upper Stairs - 5 Treads/5 Risers 10 x 3.42 = 34.20 SF

Middle Landing - 4 x 3.75 = 15.00 SF

Lower Stairs - 6 Treads/7 Risers 13 x 3.42 = 44.46 SF

Lower Landing - 5.33 x 4.58 = 24.41 SF

Remove	Carpet Pad	13.12 SY	\$0.90	\$11.81
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Replace	Carpet Pad	13.12 SY	\$4.79	\$62.84
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2nd Stairwell Total:				\$603.36
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2nd Hallway

11' 10" x 3' 3" x 8' 0"

Remove	Carpet Wall To Wall	4.27 SY	\$2.40	\$10.25
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Replace	Carpet Wall To Wall	4.91 SY	\$32.95	\$161.78
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Remove	Carpet Pad	4.27 SY	\$0.90	\$3.84
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Allied Adjustment Group, Inc.

INSURED: Lichty, Barbara

Policy No : 9 52 090861

Claim Number : 0201271517

Our File No. : AAG166611

Action	Description	Quantity /Unit	Unit Cost	Total
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Dwelling**2nd Hallway**

11' 10" x 3' 3" x 8' 0"

Replace	Carpet Pad	4.27 SY	\$4.79	\$20.45
2nd Hallway Total:				\$196.32

2nd Front Right Bed Closet

2' 0" x 5' 6" x 7' 2"

Remove/Reset	Door Int Bipass Closet Pan	2.00 EA	\$88.20	\$176.40
Special	Repair Sheetrock Wall(s)	1.00 LS	\$365.00	\$365.00
Special	AllowanceTo Clean/Seal Exposed Framing	1.00 LS	\$75.00	\$75.00
Special	Seal Ceiling & Wall(s)	118.55 SF	\$0.38	\$45.05
Paint	Ceiling & Walls [2 Coats]	118.55 SF	\$0.68	\$80.61
Replace	Subfloor Plywood 5/8	1.00 MN	\$125.00	\$125.00
Replace	Colonial Base 3 1/2	2.00 LF	\$3.95	\$7.90
Paint	Colonial Base 3 1/2	9.50 LF	\$0.95	\$9.03
Paint	Shelving & Pinrail	5.50 LF	\$4.75	\$26.13
Paint	Access Panel/Trim	1.00 EA	\$22.00	\$22.00
Remove	Carpet Wall To Wall	1.83 SY	\$2.40	\$4.39
Replace	Carpet Wall To Wall	2.10 SY	\$32.95	\$69.20

Carpet Area: 5.5 x 3 = 16.50 SF

Remove	Carpet Pad	1.83 SY	\$0.90	\$1.65
Replace	Carpet Pad	1.83 SY	\$4.79	\$8.77

2nd Front Right Bed Closet Total: \$1,016.13

2nd Front Right Bedroom

10' 1" x 10' 5" x 8' 0"

Offset 1

3' 7" x 3.77 x 8' 0"

Remove	Carpet Wall To Wall	13.17 SY	\$2.40	\$31.61
Replace	Carpet Wall To Wall	15.15 SY	\$32.95	\$499.19
Remove	Carpet Pad	13.17 SY	\$0.90	\$11.85
Replace	Carpet Pad	13.17 SY	\$4.79	\$63.09

2nd Front Right Bedroom Total: \$605.74

Miscellaneous**Actions**

Clean	HVAC/Duct System	1.00 LS	\$525.00	\$525.00
Special	R & R Personal Property During Repairs	6.00 HR	\$43.75	\$262.50

Allied Adjustment Group, Inc.

INSURED: Lichty, Barbara

Policy No : 9 52 090861

Claim Number : 0201271517

Our File No. : AAG166611

Action	Description	Quantity /Unit	Unit Cost	Total
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Miscellaneous**Actions**

Special	Final Job Cleanup/Debris Removal	8.00 HR	\$43.75	\$350.00
Special	Dumpster 12 Yard	1.00 EA	\$490.00	\$490.00
Special	Plumbing Access Charge	1.00 LS	\$415.00	\$415.00
See Attached K.E. Selfert, Inc. Invoice				
Special	Emergency Services	1.00 LS	\$515.58	\$515.58
See Attached Staub Restoration Services				
Special	Emergency Cleanup By Insured	5.00 HR	\$25.00	\$125.00
Actions Total:				\$2,683.08

SUB TOTAL				\$9,646.08
OVERHEAD @	10 %			\$859.02
				\$10,505.10
PROFIT @	10 %			\$944.96
				\$11,450.06
SALES TAX @	6 %			\$515.41
				\$11,965.47

LESS DEDUCTIBLE				\$1,000.00
NET CLAIM				\$10,965.47

Preliminary Estimate



PLUMBING & HEATING

RCC #262
NJ #9232
PHILA #4216

155 N. GREEN STREET
LANGHORNE, PA 19047
www.keseifert.com

PA (215) 752-9080
NJ (609) 386-0110
FAX: (215) 752-9387

"THE PROFESSIONALS FOR ALL YOUR PLUMBING NEEDS"

May 4, 2011

Barbara Lichty
466 W. Stoney Hill Court
Langhorne, PA 19047

Ref: Drain Line Repair

Dear Ms. Lichty,

Below find a breakdown of work completed at your house on May 2, 2011:

Found leaking 4" cast iron drain line from second floor to the basement. Cut through wall in living room and bedroom closet to access bad section of pipe. Cut out section of cast iron pipe and removed. Installed new PVC pipe & supports, and tested.

NOTE: All affected wall/floor areas to be finished by others.

Labor, equipment, and materials needed for accessing wall areas: **\$415.00**

Labor, equipment, and materials needed for removal and replacement of leaking drain line: **\$1,460.00**

Total amount of work completed: **\$1,875.00**

If you have any questions concerning this breakdown please give me a call.

Sincerely,

Eric Creighton (UGB)
Eric Creighton

Staub Restoration Services

ATTN JEFF

663 Clearview Ave Trevose, PA 19053

Client: Barbra Lichty
Property: 466 Stoney Hill ct
Langhorne, PA 19053

Home: (267) 566-0596

Operator Info:
Operator: STAUB

Estimator: Brian Staub
Business: 663 Clearview ave
Trevose, PA 19053

Business: (215) 357-0323

Type of Estimate: Other
Date Entered: 5/4/2011 Date Assigned: 5/4/2011
Date Est. Completed: 5/4/2011 Date Job Completed: 5/4/2011

Price List: PAP117X_MAY11
Labor Efficiency: Restoration/Service/Remodel
Estimate: QUANTITY

Staub Restoration Services

663 Clearview Ave Treviso, PA 19053

LICHTY**Cleaning**

DESCRIPTION	QNTY	UNIT COST	TOTAL
1. Cleaning Technician - per hour clean building after demo.	10.00 HR @	30.40 =	304.00
2. Contents Cleaning Technician - per hour clean contents after demo.	6.00 HR @	30.40 =	182.40

Staub Restoration Services

143 Cl - New Ave Trevoze, PA 19053

Summary

Line Item Total				486.40
Cleaning Sales Tax	@	6.000% x	486.40	29.18
Replacement Cost Value				\$515.58
Net Claim				\$515.58

Brian Staub

Barbara Lichty
466 W. Stoney Hill Court
Langhorne, PA 19053

Allied Adjustment Group, Inc.
P. P. Est.

Our File #AAG166611
D/L:4/30/11
C/L:AWD

Item	Unit	Unit Cost	R.C.V.
ASEMENT			-
Replace 3.75 x 3 Floor Pallets (1 x 8)	4.00	50.00	200.00
Replace 5 Drawer 30x16x44 Bureau	1.00	229.95	229.95
General Cleaning Allowance for Balance of Contents (Hourly)	6.00	43.75	262.50

Barbara Lichty
466 W Stoney Hill Court
Langhorne, PA 19053

Allied Adjustment Group, Inc.
P. P. Est.

Our File #AAG166611
D/L:4/30/11
C/L:AWD

PERSONAL PROPERTY INVENTORY RECAP

Item		R.C.V.
Subtotal		692.45
Sales Tax	6.00%	41.55
Total		734.00

EXHIBIT C



ALLIED ADJUSTMENT GROUP
117 E MAPLE AVE
LANGHORNE PA 19047-2174

June 14, 2011

INSURED: BARBARA LICHTY
DATE OF LOSS: April 30, 2011
CLAIM NUMBER: 0201271517 MJP

PHONE NUMBER: 800-280-0714
FAX NUMBER: 866-547-5534
OFFICE HOURS: Mon - Fri 8:00 am - 5:30 pm,
Sat 8:00 am - 2:00 pm

Re: Your Claim Status

Dear ALLIED ADJUSTMENT GROUP,

As part of your claim that resulted from water damage to your dwelling, you have requested Allstate Property and Casualty Insurance Company to provide coverage for your plumbing. Unfortunately, Allstate Property and Casualty Insurance Company cannot provide coverage for these damages because of the following provision in your Allstate Property and Casualty Insurance Company policy:

Losses We Do Not Cover Under Coverage's A and B:

We do not cover loss to the property described in Coverage A Dwelling Protection or Coverage B Other Structures Protection consisting of or caused by:

13. a) wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;
- b) mechanical breakdown;
- c) growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the Ground;
- d) rust or other corrosion, mold, wet or dry rot;
- e) smog, smoke from the manufacturing of any controlled substance, agricultural smudging and industrial operations;
- f) settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
- g) insects, rodents, birds or domestic animals. We do cover the breakage of glass or safety glazing materials caused by birds;
- or
- h) seizure by government authority.

If any of (a) through (g) cause the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system within your dwelling, we cover the direct physical damage caused by the water or steam. If loss to covered property is caused by water or steam not otherwise excluded, we will cover the cost of tearing out and replacing any part of your dwelling necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water escaped.

This letter only applies to the plumbing repairs/replacement for which coverage is being denied. I will continue to work with you to evaluate your other damages.

0201271517 MJP

1000020110614TR001014908001001023590



We're Here to Help You

I hope that you understand the basis for this decision. Please call me at the number below and refer to our claim number should you wish to discuss any aspect of this case, including this letter.

Sincerely,

GERALD POVACZ

GERALD POVACZ

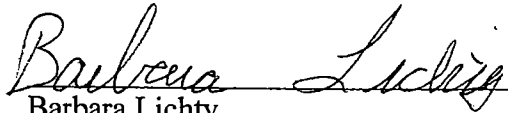
800-280-0714 Ext. 8570

Allstate Property and Casualty Insurance Company

VERIFICATION

Barbara Lichty, is the plaintiff in this action and verifies that the statements made in the foregoing Civil Action-Complaint are true and correct to the best of her knowledge, information and belief.

The undersigned understands that any false statements herein made are subject to the penalties of 18 Pa C.S. Sec 4904 related to unsworn falsification to authorities.


Barbara Lichty

1-4-2012
Dated

ROBERT B. PONZIANO

By: Robert B. Ponziano, Esquire

I.D. No. 47627

107 E. Court Street

Doylestown, PA 18901

215 968 9518

Attorney for Plaintiff, Barbara Lichty

BARBARA LICHTY

Plaintiff

vs

ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY

Defendant

:
: COURT OF COMMON PLEAS
: BUCKS COUNTY

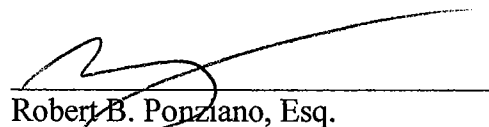
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: CIVIL ACTION LAW

:
: No: 2011-11472
:

CERTIFICATE OF SERVICE

I, Robert B. Ponziano, Esquire, hereby certify that the service of a true and correct copy of the within Complaint to defendant, Allstate Property and Casualty. was made upon defendant's counsel listed below by U.S. Mail.

Bonnie S. Stein, Esq.
Curtin and Heefner
250 N Pennsylvania Ave
Morrisville, PA 19067


Robert B. Ponziano, Esq.
107 E Court St
Doylestown , PA 18901
Attorney for Plaintiff, Barbara Lichty

Dated 1/11/12